

# **EXHIBIT 5**

DX 22

Fwd: Submission Update: Lawsuit Recommended (001-021539)

✉ **Russell Brammer** <[rb@russellbrammer.com](mailto:rb@russellbrammer.com)>  
To: David Deal

3/12/2018 1:54 PM

[Quick reply](#) [Reply all](#) [Forward](#) [Delete](#) 

----- Forwarded message -----

From: "Russell Brammer" <[rb@russellbrammer.com](mailto:rb@russellbrammer.com)>  
Date: Jul 13, 2017 2:24 PM  
Subject: Re: Submission Update: Lawsuit Recommended (001-021539)  
To: "PIXSY Resolution Team" <[resolution@pixsy.com](mailto:resolution@pixsy.com)>  
Cc:

Hi, I wanted to update you regarding the copyright status of this work. The registration has finally come through, the number is VA 2-056-245 effective Sept 30 2016. Please let me know if there's any other information you need.

~Russell

Russell Brammer Photography  
(202) 888-5754  
[RussellBrammer.com](http://RussellBrammer.com) - [Facebook](#)  
[RBPhotoBooth.com](http://RBPhotoBooth.com) - [Facebook](#)

On Fri, Apr 28, 2017 at 2:27 AM, PIXSY Resolution Team <[resolution@pixsy.com](mailto:resolution@pixsy.com)> wrote:



PIXSY Resolution Team  
340 S Lemon Ave #5514N  
Walnut, CA 91789  
[resolution@pixsy.com](mailto:resolution@pixsy.com) (323) 284-9404

By email:

Russell Brammer  
6158 Clearsmoke ct.  
Columbia, 21045  
United States  
[rb@russellbrammer.com](mailto:rb@russellbrammer.com)

April 28, 2017

**Lawsuit Recommended: Case 001-021539**

Dear Russell,

RB\_062

Our legal counsel has made numerous attempts to resolve case 001-021539, and the infringing party has been uncooperative in meeting a resolution. Pixsy and our partner law firm, Law office of David C. Deal, have reviewed the current facts of your case and have determined that it is viable to move forward with a lawsuit.

**What steps do I take to move forward?**

In order to continue with your case, Pixsy requires the following:

- 1. Registration of your image with the United States Copyright Office (USCO).** Our records indicate that your image is not registered with USCO, and registration is required in order to file a lawsuit in the United States (you do not have to be a citizen of the US!). Please find attached a document that provides you with more information about Pixsy's Copyright Registration program, and how you can submit a request to file a registration in just a few minutes.
- 2. A signed law firm engagement agreement.** This document transparently outlines the process of moving forward with a lawsuit, and provides our firm with the necessary authorization to move forward.
- 3. A completed lawsuit information questionnaire** so that we have all the information required to draft a lawsuit complaint..

You can find documents relating to the above attached to this email. We've also included an FAQ document that addresses commonly asked questions from our photographers.

Pixsy and our partner firms only recommend moving forward with strong cases that have a high likelihood of settling quickly upon filing. You should of course be aware of any possible fees that you could be liable for, and these are outlined for you in detail in the attached Law Firm Engagement Agreement.

Pixsy is here to ensure that this process is fully transparent for you and to help you if anything is unclear. Our legal partner David Deal is also available to discuss the specific facts of your case with you in more detail and upon request.

We look forward to helping you claim the compensation that you deserve for this unauthorized use of your work.

Sincerely,

Barbara  
PIXSY Resolution Team

ref:\_00D24Jcz7.\_50024nlwye:ref

ref:\_00D24Jcz7.\_50024nlwye:ref

----- Original Message -----

**From:** PIXSY Resolution Team [ [resolution@pixsy.com](mailto:resolution@pixsy.com) ]

**Sent:** 3/9/2017 11:56 AM

**To:** [rb@russellbrammer.com](mailto:rb@russellbrammer.com)

**Subject:** Re: Submission Update: Inquiry, Attention Required (001-021539)

Hello Russell,

Thanks so much!!

Best,  
Lindsay  
PIXSY Resolution Team

----- Original Message -----

**From:** Russell Brammer [ [rb@russellbrammer.com](mailto:rb@russellbrammer.com) ]

**Sent:** 3/8/2017 10:17 PM

**To:** [resolution@pixsy.com](mailto:resolution@pixsy.com)

**Subject:** Re: Submission Update: Inquiry, Attention Required (001-021539)

~Russell

Russell Brammer Photography

(202) 888-5754

[RussellBrammer.com](http://RussellBrammer.com) - [Facebook](#)

[RBPhotoBooth.com](http://RBPhotoBooth.com) - [Facebook](#)

On Wed, Mar 8, 2017 at 4:23 AM, PIXSY Resolution Team <[resolution@pixsy.com](mailto:resolution@pixsy.com)> wrote:

Dear Russell,

I'm writing with reference to the following submission:

Reference number: 001-021539

Image Title: Adams Morgan at Night

Submission URL: [http://www.novafilmfest.com/?\\_escaped\\_fragment=\\_plan-your-visit/cnro](http://www.novafilmfest.com/?_escaped_fragment=_plan-your-visit/cnro)

Do you have licensing history for the photograph on this file or for any other work? Is there potentially an invoice you can send evidencing this support?

Please let me know as soon as possible. Thanks!

Best,

Lindsay

PIXSY Resolution Team

----- Original Message -----

**From:** PIXSY Resolution Team [ [resolution@pixsy.com](mailto:resolution@pixsy.com) ]

**Sent:** 2/6/2017 5:59 PM

**To:** [rb@russellbrammer.com](mailto:rb@russellbrammer.com)

**Subject:** Submission Update: With Our Legal Partner for Review (001-021539)

The Pixsy logo consists of the word "Pixsy" in a white, serif font, with a small red dot above the 'i'. It is set against a dark teal square background.

**PIXSY Resolution Team**  
340 S Lemon Ave #5514N  
Walnut, CA 91789  
[resolution@pixsy.com](mailto:resolution@pixsy.com)

Dear Russell,

Our copyright compliance team has researched your submission, and passed on a comprehensive package detailing this infringement to our attorney.

Once this file has been reviewed and accepted for processing, we will work together with our legal partner to claim compensation on your behalf.

For reference, here are the full submission details:

Reference number: 001-021539

Image Title: Adams Morgan at Night

Submission URL: [http://www.novafilmfest.com/?\\_escaped\\_fragment\\_=plan-your-visit/cnro](http://www.novafilmfest.com/?_escaped_fragment_=plan-your-visit/cnro)

Please note that files with our legal counsel can take up to six months, and sometimes even longer before a successful resolution is reached. We'll be in contact along the way should additional information be needed, and are looking forward to touching base to update you once this matter has been resolved.

As always, there are no additional fees when we employ legal counsel. If you wish to cancel your case from this point forward, please note that special rules apply and you agree to pay for Pixsy's costs in resolving a matter up until the point you withdraw from our agreement.

You can refer to the terms of our resolution agreement for additional information regarding the above:

<https://www.pixsy.com/pixsy-resolution-agreement/>

With this in mind, we ask that if anything has changed with relation to your submission, you inform us immediately before substantive action has been taken on your behalf.

If you're contacted by the infringing party throughout this process, please email us as soon as possible so that Pixsy and our legal counsel can move forward with all relevant information at our disposal.

We're looking forward to getting you what you deserve for unauthorized use of your work! Don't hesitate to reach out if you have any questions along the way.

Best,

Barbara  
PIXSY Resolution Team

Information required to draft a lawsuit complaint:

1. Please provide 1 or 2 sentences or a statement about your work as a photographer.

**I am an award winning full time professional photographer based in Corvallis Oregon. I shoot for commercial clients, events, non-profits and weddings.**

2. Were there any special techniques (double exposure, layering, etc.) or extreme circumstances (hiking to the top of a mountain, shooting from a plane, etc.) that were involved in producing this photograph?

**I took this photograph from the roof of a building using a long exposure technique requiring a tripod and a remote shutter release. I took many shots until I got the light streaks that I wanted. The roof of this building was not accessible by the public. I gained access to the roof due to my relationship with the manager of the yoga studio (my girlfriend at the time, now my wife) which occupied the building at the time.**

3. What date was your image taken?

**11/19/2011**

4. Where did you take this image?

**The roof of 1808 Adams Mill Rd NW, Washington, DC 20009**

5. Where was your image originally published online? For example, to your Flickr account.

Please note that it is very important that you provide us with the site of first publication.

**<https://www.flickr.com/photos/rbrammer/8263245574/in/dateposted-public/>**

**I found another upload to facebook of a different edit of the same photo on 11/20/2011 but the photo was set to private.**

6. On what date was the image originally published on the above site?

**According to Flickr I uploaded it on 12/10/2012. I uploaded it to enter it into a contest, DCist Exposed 2013 Gallery Show. I won a place in that show and my photo was offered for sale in a gallery.**

*The Law Office of*  
**DAVID C. DEAL**  
*Criminal Defense, Civil Litigation, and Copyright*

P.O. Box No. 1042  
CROZET, VIRGINIA 22932

TELEPHONE 434-233-2727  
FAX 888-965-8083

DAVIDDEAL.com  
DAVID@DAVIDDEAL.com

**Friday, April 28, 2017**

Russell Brammer  
6158 Clearsmoke ct.  
Columbia, 21045  
United States

Dear Russell:

I am pleased that you are interested in retaining The Law office of David C. Deal, P.L.C. to represent Russell Brammer (“you” or the “Client”) in relation to the following matter: 001-021539 / Violent Hues Productions LLC. I pride myself on my ability to provide high-quality legal representation for all of my Clients.

At the beginning of an attorney-client relationship, I believe that it is important to clearly set forth the terms of the engagement, including the scope and nature of the services to be provided. The purpose of this engagement letter is to set forth the scope of my representation of the Client and to explain my billing policies and payment terms. By using a standard form letter of this type, I wish to be sure that all of my Clients receive comparable information regarding their engagements. If you have any questions concerning any of the provisions of this letter, or it is not in accord with your understanding, please contact me immediately.

Scope of Engagement. It is my understanding that this representation involves conducting and negotiating, and potentially settling, a copyright infringement lawsuit on your behalf.

Legal Fees and Billing Policies. Our agreed upon fee is set forth in that certain Compensation Agreement by and between Client and Law Firm.

Unless otherwise noted in a separate written agreement, all legal fees and expenses payments for and related to my legal services will be handled by Pixsy Inc.’s (“Pixsy”) who will be acting as your licensing agent in connection with this representation.

Client Responsibilities. By agreeing to and accepting my representation as described in this letter, you agree to cooperate fully with me and to provide promptly all information known or available to you relevant to the representation. You also agree to pay my statements for services rendered and charges in accordance with the terms of this.

Terms of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on my part to applicable rules of professional conduct. In the event that I terminate the engagement, I will take such steps as are reasonably practicable to protect your interest and, if you so request, I will suggest to you possible successor counsel and provide them with whatever material you have provided to me.

If my representation involves a specific legal matter, my representation of the Client, unless previously terminated, will terminate upon my sending the Client my final statement for services rendered in connection with such matter. Following such termination, any otherwise non-public information you have supplied to me and that is retained by me will be kept confidential in accordance with applicable rules of professional conduct. Client acknowledges that I may share certain confidential information with Pixsy to the extent I reasonably believe necessary to perform the legal services contemplated by this letter agreement. At your request, your papers and property will be returned to you. I will retain my own files, including lawyer work product pertaining to my engagement. In order to minimize unnecessary storage expenses, I reserve the right to destroy or otherwise dispose of any documents or any materials retained by me within a reasonable time after the termination of engagement.

I reserve the right to withdraw from representation if, among other things, the Client fails to honor the terms of this letter by failing to pay my invoices, by failing to cooperate or follow attorney's advice on a material matter, or if any fact or circumstance arises or is discovered that would, in my view, render my continued representation unlawful or unethical.

Internet Communications. The Client acknowledges that in connection with my work for the Client, I may correspond or convey documentation via e-mail or Internet unless the Client expressly requests otherwise. The Client understands that neither I nor the Client has control over the performance, reliability, availability or security of electronic communication.

Conflicts of Interest. The Client understands that I represent many companies and individuals. It is possible that during the time that I am representing the Client, the Client or some of my present or future Clients will be engaged in transactions, or encounter disputes with you. The Client agrees that I may continue to represent, and may undertake in the future to represent, existing or new Clients in any matter, including litigation, that is not substantially related to my work for the Client even if the interests of such Clients in those matters are directly adverse to the Client. I agree, however, that the Client's advance consent to conflicting representations contained in the preceding sentence shall not apply in any instance where, as a result of my representation of the Client, I have obtained proprietary or other confidential information of a non-public nature that, if known by such other Client, could be used in such other matter to the Client's material disadvantage.

Questions About Billing; Applicable Law. You are encouraged to discuss with me any questions you have about statements for services rendered to you.

Virginia law applies to this engagement letter and will govern any dispute concerning our engagement. If a dispute arises between us relating to my fees, you may have the right to arbitrate the dispute under the Uniform Arbitration Act, a copy of which will be provided to you on request.

The purpose of this letter is to attempt to avoid any misunderstanding with respect to the terms of the engagement, and my rendering of legal services. Should you have any questions concerning the terms of our engagement, please give me a call.

I appreciate the opportunity to represent you in connection with these matters and look forward to working with you.

Very truly yours,

David C. Deal, Principal

AGREED AND ACCEPTED TO:

**By: Russell Brammer**



Signature

Title



Date

## Annex A

### COMPENSATION AGREEMENT (CONTINGENT FEE)

THIS AGREEMENT is made and entered into on 4/28/2017 by and between The Law office of David C. Deal, P.L.C. (the "Law Firm") and Russell Brammer (the "Client"). For purposes hereof each party may be referred to individually as a "Party" or collectively as "the Parties."

**WHEREAS**, the Law Firm is a firm of regularly practicing attorneys located in Crozet, Virginia who engage in litigation involving copyright infringement;

**WHEREAS**, Client believe that (s)he may have claim or cause of action for copyright infringement against [insert appropriate name(s)] or any other person, firm, or corporation that may be liable thereto resulting from an incident that occurred on the (date) day of (month, year)] (the "Defendant(s)");

**WHEREAS**, Pixsy Inc.'s ("Pixsy"), acting on behalf of Client as the Client's licensing agent, has provided an online platform through which the Client has come into contact with Law Firm and Client desires Pixsy to arrange for all payments to Law Firm;

**WHEREAS**, the Client(s) wishes to retain Law Firm to proceed against Defendant(s), or some of them, or any other person's legal entities or insurers against whom a recovery might be obtained, as determined by the discretion of Law Firm.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereby agree as follows:

1. Law Firm fee for recovery in connection with a negotiated settlement. If the matter is negotiated and a settlement agreement is reached **prior** to the filing of a lawsuit, Law Firm will receive a Contingency Fee calculated as follows:
  - 2.1 25% of the gross of any monies recovered from any source by settlement or otherwise.
  - 2.2 If the matter results in no recovery, Client shall have no obligation to pay Law Firm any attorneys' fees or expenses.
2. Law Firm fee for recovery in connection with a lawsuit. For each matter that the Law Firm that Law Firm resolves **after** the filing of a lawsuit, Law Firm will receive a Contingency Fee calculated as follows:
  - 3.1 35% of the gross of any monies recovered from any source by verdict, settlement or otherwise.
  - 3.2 If the matter results in no recovery, Client shall have no obligation to pay Law Firm any attorneys' fees or expenses.

3. Payment to Client. Law firm will remit payment after the deduction of any applicable Contingency Fee, within 30 days of receiving payment in full.
4. In the Event of no recovery. Client(s) and Law Firm further agree that Law Firm shall receive no compensation for services rendered under this Agreement if there is no recovery of money.
5. Client Expenses. Client may be responsible for legal fees and expenses in the following circumstances:

6.1 The Defendant prevails in litigation and the court orders Client to pay Defendant's legal fees and expenses or if the Client agrees or becomes obligated to pay Defendant's legal fees and expenses during the course of a mediation or settlement negotiation.

6.2 In the event that Client terminates its representation by Law Firm without Good Cause (as defined below) Client will be responsible for paying 100% (one hundred percent) of the hourly charges of Law Firm at its standard hourly rates for services in addition to any expenses incurred on behalf of Client by Law Firm. The term termination with "Good Cause" as used in the preceding shall be defined as termination by client because:

- (i) Law Firm fails to reasonably cooperate in enforcement activities, mediation or settlement negotiations, or to provide assistance, information or documentation to Client;
- (ii) Law Firm instructs Client to engage in activities that would not be ethical, practical, or legally justifiable;
- (iii) Law Firm engages in conduct that otherwise hinders the ability of Law Firm to represent Client effectively.

For clarity, it is agreed that termination without Good Cause shall be defined as termination for any reason other those described in points (i) through (iii) of the preceding sentence.

6.3 In the event Law Firm or Client terminates the engagement with Law Firm for reasons relating to Client's misconduct, including, but not limited to, fraud, willful misconduct, or gross negligence, Client will be responsible for paying 100% (one hundred percent) of the hourly charges of Law Firm at its standard hourly rates for legal services in addition to any expenses incurred on behalf of Client by Law Firm.

6. Records. Upon conclusion of a contingent fee matter, the law firm shall provide the Client and Pixsy with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

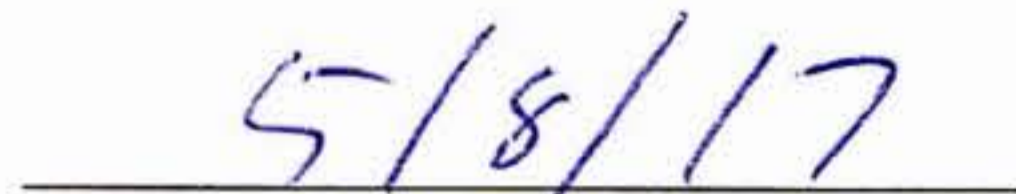
Signed and dated on the date first above written.

**By: Russell Brammer**



Signature

Title



Date

**By: The Law Office of David C. Deal, P.L.C.**

Signature

Title

Date

Information required to draft a lawsuit complaint:

1. Please provide 1 or 2 sentences or a statement about your work as a photographer.

**I am an award winning full time professional photographer based in Corvallis Oregon. I shoot for commercial clients, events, non-profits and weddings.**

2. Were there any special techniques (double exposure, layering, etc.) or extreme circumstances (hiking to the top of a mountain, shooting from a plane, etc.) that were involved in producing this photograph?

**I took this photograph from the roof of a building using a long exposure technique requiring a tripod and a remote shutter release. I took many shots until I got the light streaks that I wanted. The roof of this building was not accessible by the public. I gained access to the roof due to my relationship with the manager of the yoga studio (my girlfriend at the time, now my wife) which occupied the building at the time.**

3. What date was your image taken?

**11/19/2011**

4. Where did you take this image?

**The roof of 1808 Adams Mill Rd NW, Washington, DC 20009**

5. Where was your image originally published online? For example, to your Flickr account.

Please note that it is very important that you provide us with the site of first publication.

**<https://www.flickr.com/photos/rbrammer/8263245574/in/dateposted-public/>**

**I found another upload to facebook of a different edit of the same photo on 11/20/2011 but the photo was set to private.**

6. On what date was the image originally published on the above site?

**According to Flickr I uploaded it on 12/10/2012. I uploaded it to enter it into a contest, DCist Exposed 2013 Gallery Show. I won a place in that show and my photo was offered for sale in a gallery.**